



Account No. \_\_\_\_\_

Select Branch: \_\_\_\_\_

Date: \_\_\_\_\_

Taxable Yes No  
If NO, please provide exemption certificate.  
Tax will be charged without valid certificate on file

**CREDIT APPLICATION, AGREEMENT, TERMS & CONDITIONS OF SALE**

Name: \_\_\_\_\_ (hereinafter "Applicant") Business Phone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_ SSN: \_\_\_\_\_

Bank Name: \_\_\_\_\_ Acct #: \_\_\_\_\_ Year Started: \_\_\_\_\_

Owner (First, Last, Email)

Invoices & Statements (First, Last, Email)

Business Is: (Check One) \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Proprietorship \_\_\_ LLC \_\_\_ Other (explain) on Separate Sheet

**Major Business References**

Name	City	Phone #	Fax #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**STANDARD TERMS AND CONDITIONS OF SALE APPEAR ON THE FOLLOWING PAGES OF THE AGREEMENT.** It is agreed that sales by Butler Supply, Inc. (hereinafter sometimes referred to as "Seller") will be based on these terms and conditions. All payments are due 30 days after invoice date. Cash discounts are not offered. In the event our account is not paid according to the terms set forth in this application, the undersigned agrees to pay a SERVICE CHARGE of 1-1/2% per month (or the maximum allowed under applicable state law) on the balance during the term of delinquency. We hereby authorize you to contact the above references for needed credit information. The party or parties signing this application certify that the name of the firm as stated above is correct, that the firm is not insolvent, and that if the firm is a corporation, is in good standing. The undersigned promises to pay the indebtedness and obligation incurred hereunder at St. Louis, Missouri. If it becomes necessary to enforce this agreement by suit, Applicant(s) agree(s) to pay Seller's reasonable attorney's fees, court costs, interest at the maximum legal rate, and other costs and charges. In the event of suit, we agree to the venue and jurisdiction in the Court of St. Louis County, State of Missouri, at Seller's sole option. Applicant agrees that its remedies for any breach by Seller shall be limited to replacement of the merchandise or a refund of monies paid, whichever is less. In no event, may Applicant recover damages greater than the purchase price actually paid by Applicant. In no event, shall Seller be liable for incidental or consequential damages. **Buyer expressly agrees to a 3.00% convenience fee which shall be added to all credit card transactions.**

Exact Applicant Name: \_\_\_\_\_ By: \_\_\_\_\_  
(signature)

Position or Office with Applicant: \_\_\_\_\_  
(Printed name of person signing)

**INDIVIDUAL GUARANTY OF INDEBTEDNESS**

The undersigned Guarantor(s) in order to induce Butler Supply, Inc. to extend credit to applicant herein, does hereby unconditionally personally guarantee all sums which may be owed by Applicant to Butler Supply, Inc. whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing, and shall continue to apply to all indebtedness, which the Applicant may incur. Seller may modify the indebtedness, accept or release collateral, or release the Applicant, without releasing the other Guarantors, and such release may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) waive notice of execution of this Guaranty. Performance of this Guaranty shall be at St. Louis County, Missouri, and the undersigned Guarantor(s) promises to pay the indebtedness and obligation incurred hereunder. If it becomes necessary to enforce guarantee by suit, Guarantor(s) agree(s) to pay court costs, interest and attorney's fees as allowed by law. In the event of suit, Guarantor(s) agree to venue and jurisdiction in the Circuit Court of St. Louis County, Missouri at Seller's sole option.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Do Not State Title) (Do Not State Title) (Spouse must sign even if not active in business)

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

1. All sales and services are expressly conditional on Applicant's agreement to the terms and conditions on the front and back of this form. Any order or statement of intent to purchase any goods from Butler Supply, Inc., or any direction to proceed with engineering, procurement, manufacture or shipment of any of said goods or acceptance of all or part of such goods; or payment of all or part of such goods shall constitute assent to said terms and conditions. Any different or additional terms and conditions proposed by Applicant in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically agreed to in writing by an authorized representative of Seller's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Applicant from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by Seller prior to any acceptance. All quotations and prices are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes; and where applicable such taxes shall be billed as a separate item and paid by the Applicant. Seller reserves the right to correct all errors and omissions. Quantities and unit prices are for the specific quotations only; any increase or decrease in quantities is solely at the option of Seller. Seller assumes no responsibility for quoted materials meeting any job specifications or requirements unless specifically so stated in its written quotation. Seller is merely quoting its interpretation of Applicant's requirements and bill of material.
3. As to goods delivered by Seller's truck, title passes upon delivery at the place Applicant receives possession; and, thereafter, all risk of loss or damages shall be on Applicant. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufacturers, title passes to Applicant at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Applicant. Damage or shortage claims arising from direct shipments are to be made by Applicant against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Applicant without any cost to Seller.
4. Shipping dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change without notice. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control or (ii) an act of God, act or omission of Applicant, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability in the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
5. Goods sold by Seller are the products of reputable manufacturers. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty copies of which will be furnished upon request or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Applicant and the sole obligation of Seller. Except as to title **THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which extend beyond that described in this agreement. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**
6. Seller's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. Seller shall not, under any circumstance, be liable for any labor charges without the prior written consent of Seller. Seller shall not in any circumstance be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities, downtime costs, or claims of customers of the Applicant for such damages. If Seller furnishes Applicant with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
7. No goods will be accepted for return without the written permission of Seller. Normally stocked items in resalable condition will be accepted for credit subject to a restocking charge. Manufacturers restocking charges and freight charges will apply when material has to be returned to manufacturer. Goods will not be accepted for return after 60 days from date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's sources of supply and such terms have been accepted by the Applicant. All goods claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
8. Should shipments be held or stored beyond delivery date for convenience of Applicant, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
9. Any order for goods by Applicant shall constitute a representation that Applicant is solvent. If, in the judgment of Seller, the financial condition of the Applicant at the time of manufacture or shipment does not justify the terms of payment specified. Seller reserves the right to require from Applicant full or partial payment or other adequate assurance of performance before manufacture or shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Applicant, in order to provide security for the payment of the full price of goods furnished hereunder, grants Seller a security interest in said goods. Applicant agrees to execute any documents or furnish information necessary to perfect this security interest.
10. Order may be cancelled by the Applicant only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.

## NOTICE TO OWNER

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**